

SUBCONTRACT AGREEMENT

Agreement made the 28TH day of AUGUST, 1992 between
K. HOVNANIAN AT NEWARK URBAN RENEWAL CORP. III, INC.
ATTENTION: MARK VANSELOUS
10 HIGHWAY #35, P.O. BOX 500
RED BANK, N.J. 07701 (hereinafter called Developer) and:

ATTENTION:

A.G. MAZZOCCHIO, INC.
PO BOX 331
EAST HANOVER, NJ 07936

MAKE 2

(hereinafter called Prime Subcontractor).

WORK OR TRADE TO BE PERFORMED: DYNAMIC COMPACTION

PRIME SUBCONTRACTOR INFORMATION

ON SITE REPRESENTATIVE: WILLIAM P. REIMER

BUSINESS PHONE: 201-377-8822

EMERGENCY PHONE: _____

FEDERAL I.D. NUMBER: 22-1826030

VENDOR NUMBER: A0940

JOB LOCATION: _____

In consideration of the promises, covenants, terms and conditions set forth herein, the Developer and Prime Subcontractor agree as follows:

1. GENERAL

Prime Subcontractor agrees to furnish, in accordance with the terms and conditions of this contract, all labor, materials and equipment in order to complete, in a first-class, workmanlike manner, the work set forth in Schedule A attached hereto and made a part hereof. Such work shall be performed in accordance with the plans and specifications set forth in Schedule B attached hereto and made a part hereof. NO DEVIATION FROM THE PLANS AND SPECIFICATIONS AFORESAID SHALL BE ALLOWED WITHOUT THE WRITTEN AUTHORIZATION OF THE DEVELOPER AS EVIDENCED BY A WRITTEN AMENDMENT TO THIS AGREEMENT. Details of the work which are not specifically covered herein or on the plans and specifications, but which are reasonably implied or are normally considered part of the job for that trade shall not be limited to the plans and specifications and shall be furnished at no extra cost as though it were specifically shown and mentioned in both the plans and specifications. In the event of discrepancies on the plans, written dimensions shall govern over scaled dimensions.

Prime Subcontractor represents that they have examined the drawings, specifications and model units, if applicable, and are familiar with all aspects thereof, including their relation to the specified work of the Prime Subcontractor described herein.

2. START WORK

Prime Subcontractor shall commence the work agreed to hereunder within two (2) days of receipt of written notice to proceed from the Developer. Time is of the essence in this Agreement. By executing this Agreement, Prime Subcontractor confirms that the completion date set forth in the "Master Schedule" is a reasonable period for performing the work.

KHOV004828

SCHEDULE B

**SOCIETY HILL AT UNIVERSITY HEIGHTS III
SITE C & E**

DYNAMIC COMPACTION

- g. The Engineer will determine when dynamic compaction at a grid point has been satisfactorily completed. If, in the opinion of the Engineer, the pounder is not penetrating the ground satisfactorily at a particular grid point, due to an obstruction, the Engineer may direct the Prime Subcontractor to:
1. pound on the existing obstruction, or
 2. pound on either side of the existing obstruction, or
 3. have the Subcontractor excavate the existing obstruction and backfill.
- h. The Developer has removed and is removing subsurface tanks or containers, but additional tanks or contaminated soil may be discovered. Such tanks or contaminated soil must be immediately identified to the Construction Manager for disposition/removal by others. This will be accomplished as soon as possible but no work in this area may occur until removal of tanks or contaminated materials is complete.
- i. The allowable distance from the geometric center of the impacted pounder to the grid point shall not exceed twelve inches (12"). Lifts and drops that do not, in the sole opinion of the Engineer, meet all the requirements of the specifications, shall not be included in calculating the number of drops for which compensation will be paid under Pay Item ~~of~~ ^{"B"} of Schedule A".
- j. The estimated Dynamic Compaction price is solely for the purpose of fixing the amount to be budgeted for this project. The estimated quantities are given solely as a basis for the computation of the estimated total contract price. The Contractor makes no representation as to what the actual quantities will be and shall not be held responsible if the estimated quantities are not correct.
- k. The per drop unit prices will be used as the add (deduct) price for the actual number of drops. The Engineer will record the number of drops per location and will provide the Developer and Prime Subcontractor with the total number of drops for payment for each days work.
- l. Subsequent to the first dynamic compaction pass the site will be regraded, by others, and a second ironing pass will be performed by the Prime Subcontractor.
- m. The Prime Subcontractor is encouraged to submit alternative design parameters for the dynamic compaction process. All proposals shall be subject to the approval of the Engineer.
- n. Prime Subcontractor is to submit the quantity of drops per day they will be able to accomplish with one crane.

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**SOCIETY HILL AT UNIVERSITY HEIGHTS III
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DYNAMIC COMPACTION

3. SOIL EROSION AND SEDIMENT CONTROL

- a. All soil erosion and sediment control devices shall be installed by the Clearing/Demolition Prime Subcontractor. However, the Prime Subcontractor shall maintain all control measures throughout the duration of his contract.
- b. The Prime Subcontractor shall clean all streets adjacent to the site where his vehicles have tracked material, regardless of the condition of the tire cleaner area. The Subcontractor shall wash down his vehicles with Developer-provided fittings for hydrant connection.

4. MISCELLANEOUS

- a. Rough grade stakes will be supplied by the Developer's surveyor defining buildings outer limits.
- b. There are existing isolated structures (four buildings) at the western and south-central end of the site. All Prime Subcontractor operations will be restricted from these areas, until such time as they are demolished, by others.
- c. The drawings listed in the Schedule of Drawings shall be an integral part of the contract.
- d. ~~A construction fence has been erected around the perimeter of the site. Should fencing interfere with certain aspects of Prime Subcontractor's work, Prime Subcontractor shall remove fence and replace immediately upon completion of such activity, at his own expense.~~
- e. Prime Subcontractor shall be responsible for any infrastructure (water, sewer, gas, electric, telephone mains, etc.) damaged during the course of his work and shall provide to the Developer a Certificate of Insurance including the appropriate (Underground-Explosion & Collapse Hazard, 'xcu') coverage.

Prime Subcontractor shall be prepared to make immediate repairs so as not to delay the progress of the work. Repairs to the electric and gas mains will be by the Public Service Electric and Gas Company (PSE&G) at the expense of the Prime Subcontractor.

- f. Height of drops may require adjustments to meet acceptable impact vibrations in isolated areas. Prime Subcontractor will follow the direction of the engineer monitoring the vibration.

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SCHEDULE C

CITY OF NEWARK AFFIRMATIVE ACTION REQUIREMENTS

The Prime Subcontractor shall adhere to all terms and conditions of the City of Newark's Affirmative Action Program, ordinances and rules and regulations relative thereto, all as amended. Prime Subcontractor shall comply with same and will complete all forms and supply all information and documents requested by the Developer or City of Newark Officials. By signing this Prime Subcontractor's Agreement Prime Subcontractor confirms that he has reviewed all applicable ordinances, rules and regulations, copies of which are maintained in the construction trailer at the project which included but is no limited to Newark Municipal Council Resolution TRBC, Ordinance 6 and FBE enacted December 9, 1984, which amends Newark Revised Ordinance 2:2-40.1 et. seq. which outlines monetary penalties and punishment and other terms regarding compliance. In addition the following pertains:

1. Primary Subcontractor is to complete the required appendixes A thru G inclusive and defined by the office of Affirmative Action City of Newark: Standard Operating Procedures. A copy of the standard operating procedures with forms revised May 1988 is attached for your general review. Contact either Anthony Battle or Linda Thorne at the City Affirmative Action Department (201) 733-8159 for the most recent procedure manual and guidance in completing appendixes A thru G.
2. Form A thru G are to be completed and executed by the Prime Subcontractor at the time of contract signing. Originals are to be forwarded by the Prime Subcontractor to the City of Newark attention Anthony Battle. A copy set is to be submitted to the Developer with the contract documents at the time of signing.
3. Appendixes F and G are to be updated and submitted to the Developer's Field Administrative Assistant before the 3rd of each month. Appendix G is to include the total dollar amount awarded to the Prime Subcontractor up to the current month. Appendix F defines the onsite work force personnel for that month.
4. A certified weekly payroll is to be submitted Friday of each week to the Developer's Field Administrative Assistant. Sample Form attached for review.
5. Prime Subcontractor's foreman/supervisor is to submit a daily work force head count to the Developer's Field Administrative Assistant no later than 8:30 a.m. of each work day. The head count for any work activity performed by the Prime Subcontractor on the weekend is to be documented and submitted the Monday following no later than 8:30 a.m.
6. Failure to comply and/or submit the required documentation as described or required by the City of Newark Affirmative Action Department will result in a delay of payment of monies to the Prime Subcontractor until such documentation is in order.

Description

Submit

Appendix A thru G
Updated Appendix F and G
~~Certified Weekly Payroll~~
Daily Head Counts

Time of Contract signing
3rd of each month
Friday of each week
8:30 a.m. each day

KHOV004831